

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400445

**PRINT DATE:** 05/08/17

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

PROSPECTUS ENTERPRISES INC  
12203 MT PLEASANT DRIVE

LAUREL, MD 20708  
(202 ) 429-0784

### REFER QUESTIONS TO:

IRIS LESTER BELL  
(410 ) 767-4612  
IRIS.LESTER@MARYLAND.GOV

### ITB:

**EXPR DATE:** 10/31/17  
**POST DATE:** 03/31/16

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** 219,800.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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THIS CONTRACT HAS BEEN EXTENDED UNTIL OCTOBER 31, 2017

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AGENCY CONTRACT FOR

FRONT LOAD COMMERCIAL WASHER EXTRACTORS AND DRYER

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\*\*\*\*\*

AVAILABLE TO: DESIGNATED AGENCY ONLY  
DEPARTMENT OF PUBLIC SAFETY  
AND CORRECTIONAL SERVICES

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### VENDOR CONTACT INFORMATION

PROSPECTUS ENTERPRISES INC  
12203 MT PLEASANT DRIVE  
LAUREL, MD 20708  
CONTACT PERSON: QUINTIN JONES 202.429.0784  
EMAIL: ORDER@CONTRIBUCHECK.COM

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400445

**PRINT DATE:** 05/08/17

**PAGE:** 02

**TERMS (cont'd):**

AGENCY CONTRACT MONITOR  
BECKY JEDNORSKI 410-339-5013

CONTRACT TERM: THIS CONTRACT IS FOR ONE (1) YEAR FROM  
MAY 4, 2015 THROUGH MAY 3, 2016.  
THE TERMS AND CONDITIONS REMAIN THE SAME AS STATED IN  
SOLICITATION MDDGS31018228/001IT819757.

ALL INVOICES FOR SERVICES SHALL BE SIGNED BY THE CONTRACTOR AND  
SUBMITTED TO THE CONTRACT MONITOR. ALL INVOICES SHALL INCLUDE  
THE FOLLOWING INFORMATION:

CONTRACTOR NAME;

REMITTANCE ADDRESS;

FEDERAL TAXPAYER IDENTIFICATION NUMBER (OR IF SOLE PROPRIETORSHIP  
THE INDIVIDUAL'S SOCIAL SECURITY NUMBER);

INVOICE PERIOD;

INVOICE DATE;

INVOICE NUMBER;

STATE ASSIGNED CONTRACT NUMBER;

STATE ASSIGNED (BLANKET) PURCHASE ORDER NUMBER(S);

GOODS OR SERVICES PROVIDED; AND

AMOUNT DUE.

INVOICES SUBMITTED WITHOUT THE REQUIRED INFORMATION CANNOT BE  
PROCESSED FOR PAYMENT UNTIL THE CONTRACTOR PROVIDES THE REQUIRED

THE DEPARTMENT RESERVES THE RIGHT TO REDUCE OR WITHHOLD CONTRACT  
PAYMENT IN THE EVENT THE CONTRACTOR DOES NOT PROVIDE THE DEPARTMENT  
WITH ALL REQUIRED DELIVERABLES WITHIN THE TIME FRAME SPECIFIED IN THE

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400445

**PRINT DATE:** 05/08/17

**PAGE:** 03

### TERMS (cont'd):

CONTRACT OR IN THE EVENT THAT THE CONTRACTOR OTHERWISE MATERIALLY BREACHES THE TERMS AND CONDITIONS OF THE CONTRACT UNTIL SUCH TIME AS THE CONTRACTOR BRINGS ITSELF INTO FULL COMPLIANCE WITH THE CONTRACT. ANY ACTION ON THE PART OF THE DEPARTMENT, OR DISPUTE OF ACTION BY THE CONTRACTOR, SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF MD.

CODE ANN., STATE FINANCE AND PROCUREMENT ARTICLE §§ 15-215 THROUGH 15-223 AND WITH COMAR 21.10.02.

AND SHALL BE SUBMITTED TO:

#### ACCOUNTS PAYABLE

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES  
300 EAST JOPPA ROAD, SUITE 1000, TOWSON, MD 21286

THE CONTRACTOR SHALL SUBMIT INVOICES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

INVOICES ARE DUE FIFTEEN (15) DAYS AFTER DELIVERY AND ACCEPTANCE OF THE FRONT LOAD COMMERCIAL WASHER EXTRACTORS AND/OR DRYERS. EACH INVOICE SHALL LIST THE FACILITIES SHIPPED TO ADDRESS, DATE OF DELIVERY, AND FACILITIES PERSONNEL ACCEPTING THE DELIVERY.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

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PRINT DATE: 05/08/17

PAGE: 04

TERMS (cont'd):

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	50095	EA	1,600.0000		

WASHING MACHINES  
WASHING MACHINES  
INDEFINITE CONTRACT TO FURNISH AND DELIVER HIGH PERFORMANCE FACTORY ASSEMBLED READY TO INSTALL AND CONNECT CONTINENTAL OR EQUIVALENT FRONT LOAD COMMERICAL WASHER EXTRACTORS FOR DPSCS FACILITIES.

MODEL # MHN30PCAWW

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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**BPO NO:** 001B6400445

**PRINT DATE:** 05/08/17

**PAGE:** 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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TERM PERIOD: ONE YEAR WITH ONE YEAR RENEWAL OPTION

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0002	50015-500000	EA	850.0000	
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DRYING TUMBLER

DRYING TUMBLER

INDEFINITE CONTRACT TO FURNISH AND DELIVER HIGH PERFORMANCE FACTORY  
ASSEMBLED READY TO INSTALL AND CONNECT CONTINENTAL OR EQUIVALENT  
FRONT LOAD COMMERCIAL DRYERS FOR DPSCS FACILITIES.

MODEL # MDE18MNAYW

TERM PERIOD: ONE YEAR WITH ONE YEAR RENEWAL OPTION.

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END OF ITEM LIST

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUYER AUTHORIZED DESIGNEE**